

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF LAKE VIEW, IOWA

and

AMERICAN FEDERATION OF STATE, COUNTY
MUNICIPAL EMPLOYEES, LOCAL 1682, CITY EMPLOYEES,
POLICE, PUBLIC WORKS AND ELECTRICAL UTILITY DEPARTMENTS
FOR THE CITY OF LAKE VIEW, IOWA



2005 - 2008

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PREAMBLE

This Agreement is entered into by and between the City of Lake View, Iowa (hereinafter referred to as the "City" or the "Employer"), and the American Federation of State, County and Municipal Employees, City Employees, Police, Public Works and Electrical Utility Department, Local Union (hereinafter referred to as the "Union").

ARTICLE I AGREEMENT

Section 1 Definitions

1. The term "City" as used in this agreement shall mean the City of Lake View, Iowa, or its duly authorized representative.
2. The term "Employees" as used in this agreement shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board and shall not include temporary employees.
3. The term "Union" as used in this agreement shall mean the American Federation of State, County, and Municipal Employees, City Employees, Police, Public Works and Electrical Utility Department, Local Union, or its duly authorized representative.
4. The terms "regular full time employee" shall mean an employee scheduled to work forty (40) or more hours a week on a regular basis. However, intermittent, seasonal, and part time employees shall not be considered to be regular full time employees even if such employees shall work forty (40) hours or more a week on an intermittent basis. Police officers who work on the average forty (40) or more hours a week shall be deemed to be regular full time employees.
5. The terms "probationary employee" shall mean an employee who has not completed six (6) months of continuous service with the City as a regular employee. Police officers who have not been certified shall be probationary employee until one month after such certification or completion of six (6) months of continuous service whichever date is later.

ARTICLE II
RECOGNITION AND UNION SECURITY

Section 1 Dues Deductions

1. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this agreement on forms provided by the Union, the City will deduct from the pay due such employee those dues required as the employee's membership dues in the Union. Deductions shall be in such amount as shall be certified to the City in writing by the authorized representative of the Union.
2. Such order shall be effective only as to membership dues becoming due five working days after the date of delivery of such authorization to the City. Deductions shall be made only when the employee has sufficient earnings to cover the same after deductions for social security, federal taxes, state taxes, retirement, health insurance, life insurance, and any other deductions required by law.
3. Such orders shall be terminable on thirty (30) days advance written notice to the City.
4. Only two (2) changes of the dues structure per fiscal year shall be allowed, with thirty (30) days prior written notification to the City.
5. The Union agrees to indemnify and hold harmless the City, each City management official and Council member against any and all claims, cost, litigation and all other forms of liability and all courts cost, attorney fees and other reasonable expenses out of the application of the provisions of this Article.
6. The City shall submit to AFSCME/Iowa Council 61, with each remittance of deductions a list of all employees having such deductions, to the certified treasurer of AFSCME/Iowa Council 61 not later than the thirteenth (13) day of the succeeding month. Dues deductions shall be submitted to AFSCME/Iowa Council 61 monthly. Dues deduction shall be made from the employee's last regular check the employee receives in any month.
7. On July 1 of every year the City shall provide to AFSCME/Iowa Council a list with the following information:
 - 1) the employees name
 - 2) the employees address
 - 3) the employees social security number

Section 2 Bulletin Boards

The Union shall be allowed to utilize a portion of the space on existing bulletin boards in the coffee area of the City shed and in the police department for posting Union notices. No political campaign material or material detrimental to the City shall be posted.

Section 3 Union Visitation

The City agrees to maintain its existing policies and practices with respect to both admitting Union representatives to City facilities and utilization of City facilities during non-working hours. The Union agrees that its visits will not disrupt work and agrees to hold any meetings during non-working hours and to coordinate scheduling so as to not conflict with City use of facilities.

ARTICLE III GRIEVANCE PROCEDURE

Section 1 Definition

For the purposes of this Agreement, a grievance shall be defined as a complaint by an employee or the Union with the consent of an aggrieved employee involving an alleged violation of a specific provision of the agreement.

Section 2 Grievance Procedure (Steps)

Should an employee have a grievance, it shall be adjusted in the following manner:

Step 1

All grievances must be presented within forty-eight (48) hours from the date the grievant first became aware of the grievance, the grievance shall be presented to the first level supervisor. An attempt shall be made to mutually resolve any grievance in informal verbal discussion between the complainant or complainants and their representatives and the first level supervisor. The first level supervisor shall attempt to adjust the matter and will respond within five (5) calendar days.

Step 2

If the grievance is not resolved informally in Step 1, the grievance shall be submitted in writing to the Mayor within seven (7) calendar days after the Step 1 answer is due. The Mayor shall then attempt to adjust the matter and shall respond in writing to the grievant and his or her representative within seven (7) calendar days.

Step 3

If the grievance is not resolved in Step 2, the grievance shall be submitted in writing to the City Council within seven (7) calendar days after the Step 2 answer is due. The Council shall hold an informal hearing and render decision on the grievance.

Step 4

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Union may submit in writing, a request on behalf of the Union and the grieving employee to the Mayor within fourteen (14) calendar days after receipt of the Council decision in Step three to enter into such arbitration.

The arbitration provisions of this Agreement may only be invoked with the approval of the Union and in the case of an employee's grievance only with the approval of the public employee.

The parties shall make an attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Public Employment Relations Board will be requested to provide a panel of seven (7) arbitrators. If the list submitted by the Public Employment Relations Board is unacceptable to either party, the parties shall request a second list of arbitrators from the Public Employment Relations Board. By lot each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on the parties. Expenses for the arbitrator's services shall be borne equally by the City and the Union.

The arbitrator, in his decision, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the City and the Union and his decision must be based solely and only upon his interpretation of the meaning and application of the express language of the Agreement.

The parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

Section 3 Time Limits

Failure to act on any grievance within the prescribed time limit will act as a bar to any further appeal. The City's failure to give a decision within the time limits prescribed herein shall permit the grievant to proceed to the next step. The time limits at any step may be changed by mutual agreement. If the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 4 Representation

Any investigation or other handling of any grievance by the grievant employee or his or her representative shall be conducted so as to result in no interference or interruption of work. Unless agreed to by the City, all grievances shall be processed outside the employees' work day.

Section 5 Grievance Meetings

If permitted by Chapter 21 of the Code of Iowa, all meetings and hearings under this procedure shall be conducted in private and shall include only witnesses while they are testifying, the grievant(s) and his or her designated representatives.

Section 6 Exclusive Procedure

If the Union or the employee files a complaint, claim or request for relief in any other forum other than the negotiated grievance procedure involving the same claim or sets of facts, then the City shall not be required to process a claim involving the same set of facts under the grievance procedure.

Section 7 Discipline and Discharge

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a suspension or discharge, taken by the Employer beginning with the second step of the grievance procedure. All other disciplinary action shall begin with the first step of the grievance procedure.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure. An Employer shall not discipline an employee without just cause, recognizing and considering progressive discipline where applicable.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action is taken.

ARTICLE IV SENIORITY

Section 1 Definition

Seniority for lay off shall be determined by original date of hire by the City provided that the employee has been in the full time continuous employment of the City since the date of original hire.

If two (2) employees have the same date of hire, the employee with the lowest last four (4) digits in his or her social security number shall be the most senior.

ARTICLE V LAYOFF PROCEDURES

Section 1 General Layoff Procedures

It shall be the sole and exclusive determination of the City when and for what reasons to lay off employees. When a layoff or hours reduction occurs, the following general rules shall apply:

- A. Employees to be laid off shall be given written notice at least two (2) weeks in advance of the date of lay off.
- B. Employees shall be laid off in inverse order of seniority, with the least senior employee in the affected classification to be the first laid off. The City may not lay off any regular full time employee until all non full time employees in the classification have been laid off.
- C. For purposes of consideration for lay off, there shall be four classifications: Street Department, Water and Sewer Department, Electrical Department and Police Department.

Section 2 Recall Rights

Recall from lay off will be in reverse order of the lay off with the most senior laid off employee in the classification recalled first. Recall rights shall last one (1) year from the date of the lay off. All recall rights shall terminate if the employee fails to report to work within seventeen (17) days after mailing to the employee at the employee's last known address notice of recall. It is the responsibility of a laid off employee to keep the City advised of their current mailing address.

ARTICLE VI
Hours of Work

Section 1 Work Day

The normal work week for employees shall consist of five (5) eight (8) hour days, with a five (5) day on two (2) day off work schedule.

Work days or schedules shall not be changed for the purpose of avoiding overtime or call back.

Section 2 Work Day

The work day shall include unpaid lunch period of sixty (60) minutes, which will be taken at or near the middle of the eight (8) hour shift, as directed by the supervisor. All employees will be provided a fifteen (15) minute rest period during each one-half shift, as directed by the supervisor.

The times and arrangements for lunch and rest periods may vary, depending on the nature of the work being performed.

Section 3 Overtime

- A. All overtime work must be authorized by and have the prior approval of the department head.
- B. When an employee performs work other than his/her job classification, the employee shall be paid the highest rate of pay in effect at the time.
- C. Employees covered by this Agreement shall receive overtime compensation at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours actually worked in excess of a work period of forty (40) hours per week.
- D. The decision to be paid overtime in cash or compensatory time rests solely with the employee. Overtime shall be compensated at the rate of one and one-half (1 ½) times the employee's base hourly rate. Any compensatory time off shall be computed at one and one-half (1 ½) hours off for each hour of overtime worked. The maximum amount of compensatory time that can be in the employees compensatory time account shall be forty (40) hours. Upon termination of employment, the employee shall receive payment for all compensatory time in the employees compensatory time account.

E. Work Time

All hours in pay status shall be considered time worked for the purposes of computing overtime eligibility. Holidays, Sick Leave, Compensatory and Vacation time shall be considered as time worked for the purposes of determining overtime. For Police Department employees only, Holidays not worked shall not be considered as time worked for the purpose of determining overtime.

Section 4 Call Back Time

All employees who are called back to work after completing his/her regular scheduled shift and after having left the working premises other than for an assignment scheduled 24 or more hours in advance will receive a minimum of two (2) hours call back pay. Employees who are scheduled 24 or more hours in advance for weekend duties shall be paid a minimum of one hour for such duties. For Police Department employees only, the first four (4) hours of call back per week shall be paid at the employees regular hourly rate of pay. All call back hours over four (4) hours per week shall be paid at one and one half (1 ½) times the employees regular hourly rate of pay. To qualify for Call Back Time, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work day.

Section 5 Court Appearance Pay

Police officers in court pursuant to the direction of the Sac County Attorney or the City Attorney shall be compensated on a time for time basis for hours spent testifying. Police officers who are paid for court time shall receive at least one (1) hour of pay.

Section 6 Volunteer Firefighters

Employees who are members of the Lake View Volunteer Fire Department will ordinarily be permitted to respond to Emergency calls during work hours without loss of pay. Any employee leaving a work site will insure that it is properly secured.

ARTICLE VII Wages and Fringe Benefits

Section 1 Wages

Effective July 1, 2005, employees will be compensated in accordance with Appendix A.

Section 2 Pay Period

Pay Periods shall be every two (2) weeks, on a Wednesday. In the event this day is a holiday, the preceding work day shall be the payday.

Section 3 Health Insurance

The City's health insurance benefits for regular employees will be the Shield Protector 100 Alliance Select Plan, as in effect on July 1, 1992. Effective July 1, 2001, the Wellmark PLN drug card will be added. The City shall have the option to seek out other carriers with the intent of providing equal or better coverage with cost and service as the main concern. The City agrees to pay one hundred percent (100%) of the premiums for a group medical insurance plan for each regular employee. The City agrees to pay seventy-five percent (75%) of the premiums for a group medical insurance plan for dependant coverage of each employee. Employees shall be covered by the insurance on the employee's first day as a regular employee. The City agrees to pay these premiums unless the employee is on an unpaid leave of absence that exceeds thirty (30) calendar days.

If an employee voluntarily chooses an out-of-network provider, employee will pay the additional cost for going to an out-of-network provider vs. an in-network provider.

If an employee chooses a name brand drug when a generic drug is available, the employee will pay the additional cost for selecting the name brand vs. the generic drug.

The City agrees to establish a Premium Only Plan as allowed by Section 125 of the Internal Revenue Code to allow employees to pay their share of the family premium before taxes.

Effective July 1, 2005, co-payments for office calls, emergency room visits, and prescriptions will be implemented as follows:

Office call co-pay = \$ 15.00;

Emergency Room co-pay = \$ 50.00;

Prescriptions: Generic co-pay = \$ 10.00;

Preferred co-pay = \$25.00;

Non-preferred co-pay = \$ 40.00

There is no partial self-funding of these co-payments.

Effective July 1, 2006, the deductible shall be \$ 250 for a single policy and \$ 500 for a family policy. The out-of-pocket maximum shall be \$ 500 for a single policy and \$ 1,000 for a family.

Effective July 1, 2007, the deductible shall be \$ 500 for a single policy and \$ 1,000 for a family policy. The out-of-pocket maximum shall be \$ 1,000 for a single policy and \$ 2,000 for a family.

Section 4 Workers' Compensation Benefits

Sick leave will not be paid by the City to the employee as long as the employee is receiving worker's compensation benefits except employees shall have the option to use sick leave to supplement their worker's compensation if the employees net take home pay under workers compensation is less than his or her normal net take home pay.

Section 5 Life Insurance

The City will provide all employees with Life Insurance coverage of \$10,000 individual group life insurance policy with an accidental death double indemnity feature with the City paying the full premium.

The employee has the option to purchase an additional like amount of insurance coverage with an accidental death double indemnity feature through payroll deduction.

Section 6 Sick Leave

A. Accrual

All regular full time employees shall accrue sick leave at the rate of one (1) day per month earned at the end of said month.

B. Sick Leave Accounts

The employees sick leave account shall have a maximum accumulation of one hundred and twenty (120) days.

C. Cancellation of Sick Leave

Termination of an employee's continuous service shall cancel all sick leave accrued to the time of such termination. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re employed by the City within one (1) year.

Section 7 Funeral Leave

Funeral leave not to exceed three (3) paid working days, per occurrence, shall be granted by the employee's supervisor in the case of death of an employee's husband, wife, father, father-in-law, mother, mother-in-law, or child.

Section 8 Vacations

A. Vacation time for employees shall be earned as follows:

<u>Years of Service</u>	<u>Amount of Vacation Earned</u>
After completion of one (1) year of employment	5 days
After completion of two (2) years and up to eight (8) years	10 days
After completion of eight (8) years and up to fifteen (15) years	15 days
After fifteen (15) years	20 days

B. Choice of Vacation Period.

In scheduling vacations, choice of time and amounts shall be governed by seniority as defined in Article IV, provided employees submit their vacation requests at least sixty (60) calendar days prior to the requested time off. When vacation requests are not submitted sixty (60) days in advance, vacations will be granted on a first come, first served, basis. Vacation requests will be answered, in writing stating the reason for denial (if denied) within five (5) working days from the date of receipt unless such requests are submitted more than sixty (60) days in advance, requested submitted sixty (60) days in advance shall be answered on the sixtieth (60th) day. The Employer and the Union shall discuss at labor-management meetings disputes over the number of employees within each classification that may be on vacation at any given time. Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules.

All vacations must be approved in advance by the employee's supervisor.

C. Holiday During Vacation Period.

If a holiday falls within the employee's vacation, the employee will be granted another day of vacation in conjunction with the vacation or at another time approved in advance by the employee's supervisor.

D. Work During Vacation Period.

If an employee is required by the City to work during his or her vacation period, the employee shall be paid at the rate of two and one half (2 ½) times their regular hourly rate of pay. If the City requests and the employees agrees to work during his or her vacation period, the employee shall be paid at his or her regular hourly rate of pay. Also the employee shall be able to reschedule the remainder of their vacation period at a later date that they request, as long as it doesn't interfere with another employee's vacation period.

E. Vacation Rights in Case of Layoff or Separation.

Upon resignation from employment, the employee shall be paid for accrued but unused vacation time.

F. Vacation Carry Over

After completion of two (2) years of employment, an employee may carry over one (1) week of unused vacation time into the next calendar year. However this carried over vacation time must be used within six (6) months. Any carried over vacation time not used within six (6) months following the employee's anniversary date shall be forfeited. If the employee is unable to schedule off his or her carried over vacation, due to the scheduling needs of the City, then the employee shall not forfeit his or her carried over vacation.

G. Illness or Injury While On Vacation

If an employee is under the care of an attending physician while on his/her paid vacation, that portion of the paid vacation may be rescheduled to sick leave upon satisfactory proof of said care being provided to the City.

Section 9 Holidays

A. Holidays Recognized and Observed.

The City will observe the following holidays.

January 1st	Thanksgiving Day
Memorial Day	December 24th
July 4th	December 25th
Labor Day	Employee's Birthday
Veterans Day (Nov 11)	

When any of these holidays falls on a Saturday, it will be observed on the preceding Friday. If the holidays falls on Sunday, it will be observed on the following Monday for those

employees on a Monday through Friday work week. For Police Officers, the holiday shall be observed on the day on which the holiday occurs.

Christmas Eve Holiday and Christmas Holiday

If the Christmas Eve Holiday falls on Friday the holiday will be observed on Thursday, if the Christmas Eve Holiday falls on Saturday the holiday will be observed on Friday and if the Christmas Eve Holiday falls on Sunday the holiday will be observed on Monday. If the Christmas Holiday falls on Saturday the holiday will be observed on Friday, if the Christmas Holiday falls on Sunday the holiday will be observed on Monday and if the Christmas Holiday falls on Monday the holiday will be observed on Tuesday.

B. Eligibility Requirements.

In order to be eligible for receiving holiday pay, an employee must report for work or be on an approved paid leave of absence on the last scheduled work day before the holiday and on the first scheduled work day after the holiday. Employees on an unpaid leave of absence, that exceeds thirty (30) calendar days, shall not be eligible for holiday pay. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

C. Holiday Pay.

Each employee shall receive eight (8) hours pay for each of the above mentioned holidays. For Police Department employees only, Holidays not worked shall be compensated at the employees regular rate of pay. Holiday's not worked shall not be counted as time work for the purpose of determining overtime pay. At the discretion of the employee, such holiday pay shall be either in cash or compensatory time. For Holiday's worked, the employee shall be paid at the employees regular rate of pay. Holiday's worked shall be counted as time work for the purpose of determining overtime pay.

D. Holiday Premium Pay

If an employee is required to work on any of the above mentioned holidays, he or she shall be paid at the rate of one and one-half ($1 \frac{1}{2}$) times the regular rate of pay plus regular holiday pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m.. At the discretion of the employee, such holiday premium pay shall be either in cash or compensatory time.

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the City.

E. Employee's Birthday Holiday Use

Birthday holidays will be scheduled by mutual agreement between the employee and their supervisor. Birthday holidays shall be used within seven (7) days after the employees birthday. If the supervisor denies the employee's request for his/her birthday holiday, the supervisor agrees to grant the employee a thirty (30) day extension to use his/her birthday holiday. If the employee's request is denied again, the supervisor agrees to grant the employee a thirty (30) day extension each time the employee is denied his/her request to use his/her birthday holiday. Upon retirement, termination or discharge, a unused Birthday Holiday will be paid in cash to the employee. No employee will be permitted to work his/her Birthday holiday.

Section 10 Standby

The City shall specifically designate those employees in writing who are to be in standby status. An employee who is in standby status is responsible for keeping the Employer aware of his/her whereabouts and shall be immediately accessible by telephone or beeper. The Employer and the Union shall mutually establish reasonable reporting procedures for the implementation of this Section. Effective July 1, 1997 an employee in standby status shall receive one dollar (\$1.00) per hour for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

Article VIII
Leaves Of Absence

Section 1 Eligibility

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probational period. Maternity leaves of absence shall be exempt from the waiting provisions of this Section.

Section 2 Request Procedure

Any request for a leave of absence shall be submitted in writing by the employee to the City at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

The City shall furnish a written response as follows:

- A. Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) working days.
- B. Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days.

Section 3 Unpaid Leave of Absence

Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the City for any reasons for a period up to but not exceeding one (1) year.

A. Maternity Leave

Employees shall be granted a maternity leave of absence without pay as follows:

- 1. The employee shall, whenever possible, submit written notification to the City at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of maternity leave without pay shall be granted. Upon request of the employee, accompanied by a doctor's statement, maternity leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.
- 2. In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.
- 3. Except as provided under Article VII, Section 6 of this Agreement (Sick Leave), all periods of leave related to maternity shall be leaves of absence without pay.

B. Medical Leave of Absence

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence without any paid benefits not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification of necessity and probability of duration of disability is submitted. Upon the request of the employee, additional extensions of such unpaid leave shall be granted for up to ninety (90) day increments but not to exceed a total unpaid absence of one (1) year. Extension of such leaves shall not impair an employee's right to long term disability. Prior to an employee exhausting their sick leave the City shall advise the employee of their right to a medical leave of absence without pay.

C. The City agrees to provide for the following rights upon their return from any of the above approved leaves:

1. The employee shall have the right to be returned to their position or one of like nature.
2. If the employee's position or one of like nature is not available, the layoff procedure set forth in Article VI of this Agreement shall be utilized; however, in the case of military leave, the employee will be given another position of similar pay and class for which the employee is qualified.

D. Except as otherwise provided in other provisions of this agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) days.

Section 4 Paid Leaves of Absence

A. Jury Duty

1. An employee called for jury duty shall receive their regular pay minus their jury duty compensation for work time missed. Amounts paid by the Court to an employee for mileage and expenses while serving as a juror shall not be deducted from the employee's regular pay.
2. Any employee not required to perform jury duty all day shall work that part of the day not required for jury duty. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked.

3. Notice of jury duty must immediately provided to the City upon receipt of the notice.

B. Military Leave

Whenever an employee enters into the active military service of the United States or military reserves, the employee shall be granted thirty (30) days with pay as provided under Section 29A.28 of the Iowa Code and the applicable federal statutes.

C. Other Paid Leave

Each employee shall be allowed up to five (5) days of other leave per calendar year. Probationary employees shall not ordinarily be permitted to utilize this leave. Leave may be taken in one (1) hour increments. This leave may be used to supplement funeral leave; emergencies at home; doctors' and dentists' appointments; and other business which cannot be performed at any time other than the employee's normal working hours. Under no circumstances may this leave be used by the employee for gainful employment outside of his or her regular job with the City. This leave may not be used in conjunction with a vacation or holiday weekend. Employees must notify their supervisor three (3) days in advance in order to use this leave.

ARTICLE IX
Miscellaneous

Section 1 Work Rules

The City agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule.

Section 2 Labor/Management Meetings

The City agrees to establish monthly labor/management meetings when requested by the local. When there is a labor/management meeting, there will be two (2) Union representatives. The purpose of the committee shall be to afford both labor and management a forum, in which to communicate on items that may be of interest to both parties. The committees are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in labor/management meetings which are held during their regularly scheduled hours of employment.

Section 3 Personnel Files

Employees shall have the right to inspect their personnel files at a time mutually agreeable between the employee and the City. The right to inspect personnel files shall not include the right to inspect employment references. Employee shall have the right to respond to items placed in their personnel files.

Employees shall pay a reasonable fee for each copy made by the City for the employee of items contained in the employee's personnel file. However, only one copy of each item need be made by the City.

When any adverse material relating to an employee's conduct, including oral and written reprimands, is placed in that employee's file, it shall be signed by that employee or the employee's refusal to sign shall be noted on the document, and the employee shall receive a copy of the material prior to its placement in the file. The signature of the employee only indicates acknowledgment that the employee has received a copy of the material and does not indicate the employee's agreement with the contents of the documents.

Section 4 Commercial Driver's License

The City will pay the difference between a regular license fee and the fee for any commercial driver's license required for the employee to perform his or her duties for the City.

Section 5 Damage to Personal Items

The City agrees Employees may submit to their Immediate Supervisor requests for reimbursement for any personal items lost, damaged or destroyed in the performance of assigned duties. Claims for lost, damaged or destroyed items shall be submitted promptly, but in no event shall claims be made later than twenty-four (24) hours after the end of the shift which the item was lost, damaged or destroyed. The immediate supervisor of the employee may at his/her discretion certify that the personal items were lost, damaged or destroyed in the performance of the employee's assigned duty. The City shall make a good faith effort to expedite the claims submitted pursuant to this Section.

Section 6 Training

The City agrees to provide employees with such training as is necessary to carry out the duties of their assigned position as determined by the City or State requirements. All training shall be on paid time, for the employee.

Training shall be offered by seniority to those employees who have not had the course in compliance with operational efficiency.

ARTICLE X Health and Safety

Section 1 Safety Matters

The City shall provide a safe and healthful work place for all employees and correct all hazards. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

The City agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, Federal Occupational Safety and Health Administration, U.S. Department of Labor, as well as all state and local agencies.

The City and the Union agree to establish a Joint Health and Safety Committee. This committee shall be comprised of two (2) representatives of the Union and two (2) representatives of the City and the Committee shall meet at mutually agreeable dates and times to discuss Health and Safety matters in the City. It is understood that the committee may not take any action which is final and binding upon the parties.

Section 2 Eyeglasses

The City agree to provide the first pair of nonprescription safety glasses for employees required to have such glasses for their employment by the City. If prescription safety glasses are needed, the City will pay for the exam, regular safety lenses, over-size charge, and the zyle frame. The City agrees to pay for a reexamination no more than every other year. If said glasses are broken or damaged on the job in the line of duty, the City will replace the glasses. If photorays or wire frames are desired by the employee, the employee shall pay the additional cost of such items.

Section 3 Clothing

All safety clothing and equipment such as hard hats, rubber gloves, sleeves and goggles shall be furnished and replaced by the City. All such items furnished by the City shall remain the property of the City. No employee may use any item of City furnished clothing for his or her personal use.

Section 4 Tools

Each electric lineman shall furnish a complete set of lineman's tools prior to starting his or her employment by the City. Any personal tools broken on the job shall be replaced by the City. Any personal tools lost on the job shall be replaced only with the approval of the City based on the recommendation of the Electric Utility Superintendent.

ARTICLE XI COMPLIANCE AND DURATION

Section 1 Duration

This agreement shall be effective July 1, 2005, and shall continue in effect through June 30, 2008, unless the parties mutually agree to extend any or all of the terms of this agreement. Upon termination of the agreement, all obligations arising under the agreement are automatically canceled.

Section 2 Complete Agreement

This agreement represents the entire agreement between the parties and supersedes any previous agreements, written or verbal.

Section 3 Savings Clause

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and continuing except to the extent permitted by law; and the City and the Union shall enter into negotiations within a reasonable time to replace such provision. All other provisions or applications shall continue in full force and effect.

Dated this 13 day of January, 2005.

CITY OF LAKE VIEW, IOWA

AMERICAN FEDERATION OF STATE,
COUNTY MUNICIPAL EMPLOYEES,
LOCAL 1682, CITY EMPLOYEES,
POLICE, PUBLIC WORKS, ELECTRICAL
UTILITY DEPARTMENT

By: Robert C. Schmidt
Mayor

By: Mike Wain
Contract Chairperson

By: Scott Pelton
City Administrator

By: Preston DeBeer
Chief Negotiator
for: Dan Homan

APPENDIX "A"
WAGES

STREET, WATER AND SEWER ANNUAL STEPS

2005-2006	2006-2007	2007-2008
\$15.48	\$15.98	\$16.48

ELECTRICAL ANNUAL STEPS

2005-2006	2006-2007	2007-2008
\$16.48	\$16.98	\$17.48

WAGE PROGRESSION TABLE

No experience	75% of top rate
After 1 Year of Service	85% of top rate
After 2 Years of Service	90% of top rate
After 3 Years of Service	95% of top rate
After 4 Years of Service	100% of top rate

The employer may start a new hire at any level on the Progression Table based on related experience. The City shall notify the Union when any employee starts at any level other than the no experience level.

POLICE DEPARTMENT

	2005-2006	2006-2007	2007-2008
Police Officer after three years	\$32,739.20	\$33,779.20	\$34,819.20
(hourly rate for hours in excess of 40)	\$ 15.74	\$ 16.24	\$ 16.74
Police Officer after two years	\$30,430.40	\$31,470.40	\$32,510.40
(hourly rate for hours in excess of 40)	\$ 14.63	\$ 15.13	\$ 15.63
Police Officer after one year	\$28,121.60	\$29,161.60	\$30,201.60
(hourly rate for hours in excess of 40)	\$ 13.52	\$ 14.02	\$ 14.52
Police Officer	\$25,646.40	\$26,686.40	\$27,726.40
(hourly rate for hours in excess of 40)	\$ 12.33	\$ 12.83	\$ 13.33

Note: The hourly rate is for hours worked in excess of 40 hours.

The employer may start a new hire at any level on the Progression Table based on related experience. The City shall notify the Union when any employee starts at any level other than the no experience level.

LONGEVITY

Regular full-time employees will be eligible for longevity pay according to the following schedule:

<u>Years of Continuous Service</u>	<u>Cents per Hour</u>
After 5 years	\$0.05
After 10 years	\$0.10
After 15 years	\$0.15
After 20 years	\$0.20